

**JUNE 30, 2003**  
~~JUNE 30, 2001-2002~~  
**CONTRACT PERIOD THROUGH JUNE 30, 1999**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LAND DEVELOPMENT PROCESS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JUNE 3, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**CS/mm**  
Attach

Copy to: Clerk of the Board  
Chuck Colledge, Planning & Development  
**Robert Markey, Planning & Development**  
**Monica Mendoza, Pat Sutton, Materials Management**

**SPECIFICATIONS ON CALL FOR BID FOR: LAND DEVELOPMENT PROCESS**

**1.0 INTENT:**

The Department's new automation program is intended to implement the long discussed concept of a "One Stop Shop" for Maricopa County. This program is intended to improve coordination between County Departments involved in the land development process and eliminate existing holes in this process. The program is not intended to implement business as usual practices, but rather to implement a new reengineered, streamlined and more efficient means of providing these necessary services.

**2.0 SCOPE OF WORK (TECHNICAL SPECIFICATIONS):**

It is currently estimated that the initial purchase will need to support 30 users with nearly immediate expansion to approximately 50 users. Ultimate use of the system is presently estimated at 100 users.

The Planning Department presently issues between 8,000 and 10,000 permits/applications/licenses annually. Inspections and inspection requests are presently estimated to be in the 33,000+ per year range. Approximately 1,000 enforcement complaints are being filed annually which generate more than 8,400 field inspections. Additional phone requests are annually estimated to be in the range of 12,000 per year. Approximately 2,400 faxes are responded to annually. Approximately 12,000 customers are processed annually at the main Planning Department office with an additional 2,100 customers processed annually at the 1 existing satellite office.

In the future, additional satellite offices may be added. Expansion of present services to provide for internet capabilities are viewed as essential for future operations. The new program needs to be able to handle all of these issues.

**3.0 ADMINISTRATIVE INFORMATION:**

**3.1 SCHEDULE OF EVENTS:**

Request for Proposals Issued: February 4, 1998

Pre-proposed Conference: **THERE WILL BE A PRE-PROPOSAL CONFERENCE ON FEBRUARY 18, 1998 AT 9:00 A.M. AT THE MARICOPA COUNTY PLANNING & DEVELOPMENT DEPARTMENT, 301 W. JEFFERSON, SUITE 300, PHOENIX, AZ 85003**

Questions due: February 20, 1998

Questions answered: February 25, 1998

Deadline for submission of proposals, 2:00 P.M., MST on **March 6, 1998**. All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: March 9 - March 20, 1998

Possible vendor presentations: March 30 - April 3, 1998

Proposed selection and negotiation: April 6 - April 10, 1998 or March 23 - March 27, 1998

Proposed Best & Final: April 17, 1998 or April 3, 1998

Proposed award of proposal: April 15, 1998 or May 6, 1998 B.O.S. Meeting

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

**3.0 ADMINISTRATIVE INFORMATION: (Continued)**

- 3.2 **THERE WILL BE A PRE-PROPOSAL CONFERENCE ON FEBRUARY 18, 1998 AT 9:00 A.M. AT THE MARICOPA COUNTY PLANNING & DEVELOPMENT DEPARTMENT, 301 W. JEFFERSON, SUITE 300, PHOENIX, AZ 85003**

- 3.3 **INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

JIM HIGGINS, SENIOR PROCUREMENT SPECIALIST - (602) 506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

- 3.4 **CHANGE ORDERS:**

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Proposal.

- 3.5 **NON-COLLUSION:**

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in conjunction with this proposal.

- 3.6 **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 3.7 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**3.0 ADMINISTRATIVE INFORMATION: (Continued)**

**3.8 FINANCIAL STATUS:**

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

**3.9 AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

**3.10 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department, Planning & Development and MCDOT shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**3.11 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**3.12 NON-DISCRIMINATION:**

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**3.13 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

**3.14 FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

**3.0 ADMINISTRATIVE INFORMATION: (Continued)****3.15 CONTRACT REPRESENTATIVES:**

Any changes in the method or nature of work to be performed under this Agreement must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Agreement, the County will name its representative who will be legally authorized to obligate the County under this Agreement.

**3.16 REFERENCES:**

Vendors must complete similar operating function forms for reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**3.17 BID PROTESTS AND DISPUTE RESOLUTION:**

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

**3.18 INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

**3.19 PROPRIETARY INFORMATION:**

Proprietary information submitted by a vendor for this bid shall remain confidential as permitted by law or regulation.

**3.20 PUBLIC RECORD:**

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

**3.21 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

**3.22 REJECTION OF PROPOSALS:**

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County.

**3.23 VENDOR WITHDRAWAL:**

If, at any time prior to the opening of this proposal a vendor decides to withdraw its proposal, that vendor shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

**3.24 MBE/WBE PARTICIPATION:**

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

**3.0 ADMINISTRATIVE INFORMATION: (Continued)****3.25 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

**3.26 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**3.27 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**3.28 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**3.29 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.30 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management, Facilities Management and the user organizations will utilize the procedure. The successful proposer will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

**3.31 REGISTRATION:**

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

**3.0 ADMINISTRATIVE INFORMATION: (Continued)**

**3.32 ADDITIONAL COSTS:**

Any vendor who causes the county to incur additional costs to review and verify invoices due to vendor submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

- 3.33 The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

**4.0 TERMS AND CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this proposal will be a requirements contract. The quantities shown are the County's best estimate of its needs for the term of the contract. However, this contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and **documentation** have been approved.

**4.2 CONTRACT LENGTH:**

This Request for Proposals is for awarding a firm fixed price contract to cover a three year period.

**4.3 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**4.4 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract **renewal date**. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the Phoenix Metropolitan Price Index as reported for "Arizona Business" as published by the Center for Business Research, Arizona State University of Business, Tempe, Arizona, 85287-4406, Telephone (602) 956-3961 per contract period and must be approved in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

**4.5 INCORPORATION OF PROPOSAL INTO THE CONTRACT:**

The contents of this proposal and the selected firm's response is to be incorporated, in total, into the contract.

**4.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

**4.7 DEFAULT:**

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.0 TERMS AND CONDITIONS: (Continued)****4.8 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.9 APPROPRIATION CONTINGENCY:**

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.10 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.11 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.12 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulting from the Contractor's acts, errors, mistakes or omissions relating to professional services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes or omissions related to professional services in the performance of this Contract including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.



4.0 TERMS AND CONDITIONS: (Continued)

4.12 INDEMNIFICATION: (continued)

**For all other hazards, liabilities and exposures:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the Contractor's work or services. Contractor's duty to defend, hold harmless, and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the County.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.13 INSURANCE REQUIREMENTS:

**General Clauses.** The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

**Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

**Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

**Primary Coverage.** The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

**Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

**Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

**Deductible/Retention.** The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

**Copies of Policies.** The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

**Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

**4.0 TERMS AND CONDITIONS: (Continued)**

**4.13 INSURANCE REQUIREMENTS: (continued)**

**Automobile Liability.** Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Workers' Compensation.** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**Professional Liability.** The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

**4.14 CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance. All Certificates of Insurance shall be identified with bid serial number and title.

**4.15 CANCELLATION AND EXPIRATION NOTICE:**

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

**4.16 CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

**4.17 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the proposal price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

**4.18 SEVERABILITY:**

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.0 TERMS AND CONDITIONS: (Continued)**

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

Contractor agrees that all subcontractors performing work under this agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

**4.21 ASSIGNMENT OR SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the written consent of the County shall be null and void and shall constitute a breach of this Agreement.

**4.22 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.23 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**4.24 CONTRACTOR LICENSE REQUIREMENT:**

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

**Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

**4.25 DELIVERY:**

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

**4.0 TERMS AND CONDITIONS: (Continued)**

**4.26 PERFORMANCE BOND:**

The successful bidder will be required to furnish a performance bond in the amount of **proposal** within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Vendors are requested to tender this bond on AIA Document A312. 1 Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. **Performance bonds are to be identified with bid serial number, title and return address.**

**4.27 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.28 PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers **for similar services at comparable volumes in a similar geographic area.** If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.28.1 Cancel the contract, if it is currently in effect.

4.28.2 Determine the amount, which the County was overcharged, and submit a request for payment from the vendor for that amount.

4.28.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.29 CONTRACTOR LIABILITY:**

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**5.0 INSTRUCTIONS FOR PROPOSAL:**

**5.1 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:**

Proposers are to provide one (1) original (labeled) twelve (12) copies of their proposal. **Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 97243-RFP, 320 West Lincoln, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

**5.2 EXCEPTIONS TO THE BID SOLICITATION:**

The Contractor will identify and list all exceptions taken to all sections of 97243-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS97243-RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, BS97243-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

**5.0 INSTRUCTIONS FOR PROPOSAL: (Continued)**

**5.3 GENERAL:**

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the contract being sought.

The vendor should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the vendor deems them necessary to accomplish the program.

**5.4 FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. **The proposals are to be submitted in binders and have sections tabbed as below :**

5.4.1 Letter of Transmittal

5.4.2 Registration Sheet

5.4.3 Table of Contents

5.4.4 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

5.4.5 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.

5.4.6 Personal Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program, and other pertinent information.

5.4.7 Other data

5.4.8 Pricing - To be provided at least as outlined in section 7.0 Pricing

5.4.9 Functional Requirement Matrix - Complete this form. Comments Column to include page references to where function is addressed in proposal.

5.4.10 Proposal exceptions

**6.0 EVALUATION FACTORS:**

**6.1 GENERAL:**

The following guidelines will be used in analyzing and evaluating this proposal. Although price will be a factor in proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the proposal. The County reserves the right to accept other than the lowest price proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments. Requests for presentations or clarification of portions of the proposals are considered. A summary evaluation will be prepared by this committee with an objective ranking of the proposals.

**6.2 AWARD OF CONTRACT:**

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and not be limited to evaluation criteria listed in the request for proposal matrix evaluation sheet. The contract will be awarded by the Board of Supervisors to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The proposal may be awarded in whole, by section, or geographic area as required.

**6.0 EVALUATION FACTORS: (Continued)**

**6.3 COMPETITIVE NEGOTIATION:**

Proposals should follow format per paragraph 5.4. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations will be conducted, as needed, with the most responsive proposer.

**6.4 BASIC EVALUATION PROCEDURE:**

Step 1 Review of all Proposals to conformance of this RFP.

Step 2 The elimination of all proposals, which deviate, substantially from the basic intent of the proposal.

Step 3 An assessment of the remaining proposers. This assessment will also include a review of the vendor personnel capability and the previous experience of each vendor.

Step 4 Verification of vendor references.

Step 5 Oral presentations to supplement the proposal, for the purpose of clarification, may be required of selected vendors. The time and place for oral presentations will be as indicated on page 2, if such a presentation is required. Specific appointments will be scheduled by the County.

Step 6 Evaluation of costs to Maricopa County.

Step 7 Capability of the vendor to participate in this particular program, including eligibility based on the vendor's financial stability and viability.

Step 8 Tabulation and recommendation of potential vendor.

**6.5 EVALUATION OF PROPOSAL SELECTION FACTORS:**

A proposal analysis committee shall be appointed, from participating departments, and chaired by the Materials Management Department to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request:

6.5.1 Completeness of proposal in meeting 8 stated functional requirements

6.5.2 Other user technical support

6.5.3 Training and implementation issues

6.5.4 Hardware and software compatibility

6.5.5 Price

JH/slt

cc: Brenda Lundmark, Planning & Development  
Charles Colledge, Planning & Development  
Kathy O'Donnell, MCDOT

SIERRA COMPUTER SYSTEMS, ACCELA, INC., 1731 W. WALNUT AVENUE, VISALIA, CA 93277

**7.0 PRICING:**

**SOFTWARE LICENSING:**

Number of licenses \_\_\_\_\_ 30

Cost per additional license:

<u>Additional Licenses</u>	<u>Additional License Fee</u>	<u>Additional Support Fee</u>
Next 2 (total 32)	\$255.00 each additional user	\$136.50 each
Next 33—64 Users	\$125.00 each additional user	\$105.00 each
Next 65 and up	\$ 62.50 each additional user	\$ 52.50 each

Modules (itemize):

PERMITS' Plus	\$22,585.00
PERMITS' Workflow	NO CHARGE
PERMITS' Voice	\$ 5,000.00
PERMITS' Net	\$ 9,500.00
PERMITS' TrueGIS	\$ 5,000.00
PERMITS' PDA	\$ 5,000.00
Intersolv Drivers	\$ 3,000.00

**IMPLEMENTATION ASSISTANCE:**

Development of implementation process	300 hours/ \$26,100.00
Design Review/Assistance	120 hours/ \$10,440.00
Creation of required data tables	
Street names	45 hours/ \$ 3,915.00
Assessor's parcels	\$ 4,500.00
Other (specify) Contractor database	30 hours/ \$ 2,610.00
Workflow assistance	40 hours/ \$ 3,480.00
Customization assistance	
Technical support Telephone/Manage. Support	22 hours/ \$ 1,914.00
Other (specify) Project Management	58 hours/ \$ 5,046.00
Travel Time	55 hours/ \$ 4,785.00

**TRAINING:**

System training

# of people	There is no maximum number of people that can be included in the training. We will work with your agency to determine this. Your agency may want to consider the train the trainer approach.
Amount of time	Six days for a total of \$ 6,600.00
Location	At the agency's site.
Cost per hour for additional	\$ 1,100.00 per day (\$ 137.30 hr.)

Worker training on new system

# of people	There is no maximum number of people that can be included in the training. We will work with your agency to determine this. Your agency may want to consider the train the trainer approach.
Amount of time	Included in the six days noted above.
Location	At the agency's site.
Cost per hour for additional	\$ 1,100.00 per day (\$ 137.30 hr.)

New employee training program development

Sierra has a Training CD available for new employees training. There is no cost for this CD and we have included one for your review. Sierra also offers Continuing Education Classes on a quarterly basis in our Visalia, CA office. The cost is \$ 1, 200.00 for the first student and \$ 600.00 for each additional student from the same agency. This cost includes technical and user training in a full four day format. Please note that the agency is responsible for travel expenses.

SIERRA COMPUTER SYSTEMS, ACCELA, INC., 1731 W. WALNUT AVENUE, VISALIA, CA 93277

**7.0 PRICING:** (Continued)

**~~OPERATING EXPENSES:~~**

~~Annual maintenance fees~~

<del>PERMITS' Plus</del>	<del>\$ 9,894.50</del>
<del>PERMITS' Workflow</del>	<del>\$ 630.00</del>
<del>PERMITS' Voice</del>	<del>\$ 525.00</del>
<del>PERMITS' Net</del>	<del>\$ 1,260.00</del>
<del>PERMITS' TrueGIS</del>	<del>\$ 525.00</del>
<del>PERMITS' PDA</del>	<del>\$ 525.00</del>

~~Please note that annual maintenance becomes effective after the warranty period, which is six months after the date the software is shipped to your agency.~~

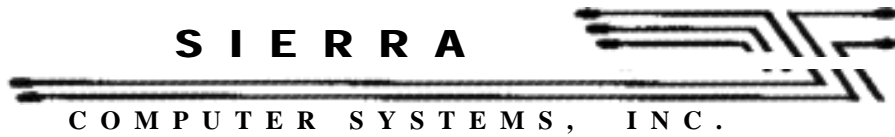
**~~OTHER (Specify):~~**

<del>Assistance loading client server database, up to 50 hrs.</del>	<del>\$ 7,000.00</del>
<del>Assistance with links to peripheral technologies, up to 200 hrs.</del>	<del>\$28,000.00</del>
<del>Annual support for year two</del>	<del>\$13,359.50</del>
<del>Annual support for year three</del>	<del>\$13,359.50</del>
<del>Estimated Expenses</del>	<del>\$14,250.00</del>



SIERRA COMPUTER SYSTEMS, ACCELA, INC., 1731 W. WALNUT AVENUE, VISALIA, CA 93277

7.0 PRICING: (Continued)



May 11, 1998

Mr. Jim Higgins, Senior Procurement Specialist  
 Maricopa County Materials Management  
 320 West Lincoln  
 Phoenix, AZ 85003-2494

Dear Mr. Higgins,

Sierra Computer Systems, Inc. is responding with our BEST AND FINAL OFFER regarding the selection of *PERMITS'PIus*<sup>TM</sup> and the associated services.

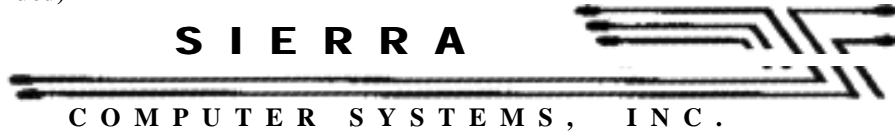
Additional Terms and Conditions of the Agreement to be incorporated into the Final Agreement.

1. The County will authorize in writing, all implementation assistance from Sierra prior to Sierra working on any phase of the Assistance.
2. All billing from Sierra will contain a spreadsheet depicting what tasks and the hours remaining for each category.
3. Expenses will only be billed for reasonable and customary charges to the County. The Department of the Treasury IRS Publication number 1542 will be the basis for the Per Diem Rates. Air Fare will be at the best available rate for economy fares on direct flights. Auto rental will be for economy or mid size rentals. Any areas of dispute will be immediately directed to the Sierra's project manager for resolution. Limits (maximum item/type charges) for reasonable and customary charges to be mutually agreed upon prior to first visit.
4. Correction of typos. Page 23 of our response. The Design Review/Assistance should be 120 hours instead of the 70 hours listed. These hours are being adjusted in the final hours for the best and final offer to 145 hours.
5. The seven trips should be 55 hours of travel time and will be changed to 80 hours for 10 onsite visits on the best and final travel hours for additional trips allocated in new budget.
6. The County will withhold as a form of assurance the license fee for the products portion of the '*PERMITS'PIus*<sup>TM</sup> system (The amount is \$44,345.00, this figure does not include the Intersolv drivers or '*PERMITS' Net*<sup>TM</sup>). The County will withhold these fees until the system is accepted by the County (acceptance will not unduly be withheld). Acceptance will be within 60 days of the go live date (after the County begins issuing permits, licenses or other activities with the '*PERMITS'PIus*<sup>TM</sup> system) and contingent upon performing as represented. Currently it is anticipated that the go live date will be July 1, 1999. If delays are created by the County which cause the Acceptance to be delayed, the County will release to Sierra 10% of the fees withheld per month beginning July 1, 1999. The activities can be created by either Sierra or the County (Sierra is not responsible for the performance of activities created by the County): Excluded from this assurance are the Intersolv Drivers and the '*PERMITS' Net*<sup>TM</sup> if ordered prior to acceptance. Sierra may be able to offer additional discounts on the Intersolv Drivers (this will be determined within 90 days after execution of this agreement).

1731 W. WALNUT AVE., VISALIA, CA 93277  
 PHONE: 209.627.1959 FAX: 209.627.4906

E-MAIL-[scsi@permitsnet.com](mailto:scsi@permitsnet.com)  
 INTERNET- <http://www.permitsnet.com>

**7.0 PRICING: (Continued)**



7. Sierra and the County will assume program acceptance by 9/1/99. The County will be responsible to supply a project manager in a effort to keep the project on target on the County's side. Sierra will assign a project manager to be responsible for maintaining project management for Sierra. If either party feels the project is not on target they will notify the other party in writing immediately. If the project falls behind schedule due the County's failure to maintain the schedule, this will not affect the acceptance date by the County, the scheduled acceptance date is 9/1/99. If the schedule falls behind due to Sierra's failure to maintain the schedule, the acceptance date will be extended by the equal time frame.
8. The County will complete the Sierra Implementation Guide as soon as possible. This Guide must be completed to define the 30 permit types that Sierra will be responsible for creating.
9. Software maintenance will begin on July 1, 1999. Software maintenance agreements must be executed at this time and received by Sierra in order to be covered under the maintenance agreement. Maintenance costs will be prorated on a monthly basis for any user licenses purchased after 7/1/99. They will be prorated through June 30 of each year.
10. The Order or Precedence will always be the most recent mutually agreed document. The current Order of precedence of the documents are. This "Best and Final Document". Sierra's Response to "RFP", "RFP ".
11. This Agreement may be extended for up to 2 years to provide for:
  - A. Ongoing maintenance not to exceed an additional \$20,000.00 per year and
  - B. Any incomplete or expanded activities determined to be needed provided these items can be completed within the original contracted amount of \$250,000.00.
12. Sierra and the County will develop and maintain a mutually agreed upon project implementation schedule for this project and any related third party vendors. This schedule will include staged licensing.

~~SIERRA COMPUTER SYSTEMS, ACCELA, INC., 1731 W. WALNUT AVENUE, VISALIA, CA 93277~~

7.0 PRICING: (Continued)



PROPOSAL (100 CONCURRENT USER SYSTEM)

TOTAL \$250,000.00

Assumes program acceptance by 7/1/99

A. Software costs

Total \$ 63,845.00

PRODUCTS

100 CONCURRENT USER Client/Server (\$2000 discount if more than 30 licenses purchased)	\$31,345.00
Intersolv Drivers (possible discount applies)	\$10,000.00
'PERMITS' Workflow™	No charge
'PERMITS' Voice™	\$ 5,000.00
'PERMITS' Net™	\$ 9,500.00
'PERMITS' TrueGIS™	\$ 5,000.00
'PERMITS' PDA™	\$ 5,000.00

B. Maintenance Costs (Total through June 30, 2001 for configuration listed)

\$ 37,765.50

C. Implementation Assistance

\$148,389.50

IMPLEMENTATION ASSISTANCE:

890 hours @ \$87 Per Hour for Implementation Assistance \$77,430.00

HOURS

10	Contract Administration/Change Orders
145	Design Review/Assistance
300	Development of 30 Case/Permits
45	Valid Street name conversion
30	Contractor Data Base Assistance/Professional Registrant Data Base Assistance (If this data can not use the same file format to be combined into a single data base <u>without additional coding from Sierra</u> , then a contract revision will need to be approved to create a second data base <u>creation program</u> ).
22	Telephone/Management Support
138	Project Management includes travel time
40	Workflow Assistance in Setup
100	Review of County in house cases/permits
60	Implementation Assistance

\$ 7,000.00	50 hours at \$140.00 per hr for Client Server Data Base Assistance
\$ 28,000.00	200 hours at \$140.00 per hr for Peripheral Technology Assistance
\$4,500.00	Assessor Parcel Conversion
\$ 9,900.00	Training @ user site (9 days - \$1,100 per day plus expenses included below)
\$21,559.50	Reasonable and customary expenses

~~SIERRA COMPUTER SYSTEMS, ACCELA, INC., 1731 W. WALNUT AVENUE, VISALIA, CA 93277~~

**7.0 PRICING:** (Continued)

**PRICING: P089507/B0604193**

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	94-2767678
TELEPHONE NUMBER:	( <del>209</del> ) ( <del>602</del> ) (559) 627-1959
FAX NUMBER:	( <del>209</del> ) ( <del>602</del> ) (559) 627-4906
CONTACT PERSON:	<del>ROBERT AUSERMAN</del> Eddie Ausherman
VENDOR NUMBER:	942767678
CONTRACT PERIOD: TO COVER PERIOD ENDING	<b>JUNE 30, 1999 2001 2002 2003.</b>